



V.P. Solutions

Terms and Conditions:

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By confirming your business with V.P. Solutions, you acknowledge your acceptance of all the below mentioned V.P. Solutions Terms and Conditions:

QUOTATIONS:

- All quotations and estimates provided by V.P. Solutions are valid for a period of 30 days from date of issue. Quotations not accepted within this timeframe must be re-issued.
- Estimates may be provided by V.P. Solutions to offer the client a guide on the projected costing of a project prior to any discovery or research for said project. All estimates will be clearly marked as such and are not an indication of the exact final cost to develop the application. Even then Prices are negotiable as per your requirements.
- All estimates will need to be formalized to a quotation or invoice before acceptance by either party as the final cost of the application.

PAYMENT TERMS:

- All quotations provided by V.P. Solutions, require a 50% deposit upon acceptance.
- Unless prior arrangement has been made, final payment is strictly 10 business days from the date of completion.
- Any cost arising from payment clearings or transaction charges are solely the responsibility of the client and will be charged as such.
- V.P. Solutions will only commence work on the quoted application once any deposited funds have cleared.
- If opted for service beyond the 12 months of maintenance period or as agreed by V.P. Solutions, The Annual Maintenance Charges (AMC) will be normally applicable 20% of original development cost of Project / Module.
- The recurring / renewal amount of the domain and hosting are subjected to change as per the market rates.

INTELLECTUAL PROPERTY:

- Unless specified all quotations provided by V.P. Solutions, do not include any source code license.
- All source code and associated intellectual property relating to said source code, developed by V.P. Solutions, solely remains the property of V.P. Solutions, except where specific code license has been issued to the client and said issuance has been indicated in writing from V.P. Solutions.
- Any alteration, reverse engineering, or manipulation of any kind on the code, compiled or otherwise, created by V.P. Solutions for the quoted application may be a breach of trademark and copyright laws. If said breach is confirmed, penalties will apply under the relevant acts.
- Any costs incurred by V.P. Solutions for third party code license required to complete the quoted application are the responsibility of the client and will be solely borne by the client. Any such third party code license will be attached to the existing V.P. Solutions code license for the quoted application.

CANCELLATIONS:

- Should the client wish to cancel acceptance of the quotation, V.P. Solutions will invoice the client for any work completed to date, as a percentage of the total work involved.

- The minimum cancellation fee will be 20% of the signed quotation if the upfront deposit was already made.

CONTENT:

- Clients are required to ensure that the content of the application being quoted adheres to all the current Indian legislation regarding publication.
- The client shall further not hold V.P. Solutions responsible in respect of any claims, costs and expenses that may arise from any material included as it was already approved.
- V.P. Solutions reserves the right not to include any material supplied by the client within the quoted application if V.P. Solutions deems said material is inappropriate or offensive.
- V.P. Solutions will not populate the application with the final content unless said content is delivered to V.P. Solutions in digital format prior to commencement of work. Said content, if available, will be used for testing purposes and may not be formatted how the client requires it. If content is not available mock placeholder content will be used.
- We also provide content writing service from our side as this will be charged as per the matter quantity. If so, client should provide basic information about the website regarding the content and should approve the content whenever the Website Prototypes will be shown to them.
- It is the client's responsibility, in all cases, to ensure the applications content is displayed and formatted as they require. If the client cannot format the applications content, we shall make the changes as per requirements and this will also be included in the Free 1 Year Service provided by us.

PERMISSIONS AND COPYRIGHTS:

- The client will obtain all necessary permissions and authorities with respect to the use of all copy, graphics, logos, names and trademarks and any other material supplied by the client to V.P. Solutions.
- Supply of said material by the client to V.P. Solutions shall be regarded as a guarantee from the client that all such permissions and authorities have been sought and obtained for said material.
- No responsibility will be accepted by V.P. Solutions for damages or losses incurred by the client from the use of material for which permission or authority has not been obtained.

ERRORS AND LIABILITIES:

- V.P. Solutions will pursue due care to ensure applications create by V.P. Solutions are free of errors.
- V.P. Solutions will correct any errors made by V.P. Solutions staff in the undertaking of the quoted application.
- V.P. Solutions does not accept responsibility for errors, damages, losses or additional costs that relate to third party products that V.P. Solutions may require completing the quoted application.

GRAPHIC DESIGNING:

- Our Designer will work hard in providing the perfect and unique Logo and Designing matter for your Website.
- Multiple Prototypes will be given to client to choose from and once any designing material is finalized, the future work will be only regarding that particular design.
- If client has their own designing material and designer, then they should send all the files in required format to V.P Solutions.
- Unless the design has finalized, the client doesn't have to pay for designing charges.

- Client should provide proper and accurate information regarding the design ideas so that we can design the perfect logo or designing material for the website.
- When the material is provided to the client for the updates, client should provide the accurate changes for the material so we can work better to get the final product as soon as possible.

ALTERATIONS:

- Any alterations requested by the client after development has begun will incur extra development and regression testing time. Depending upon the alteration or change requested, an average of 3 days extra development time per alteration should be allowed for.
- The 3 day average may not be indicative of the time required and can be extended commensurate of the time involved to implement said changes.
- V.P. Solutions will not accept responsibility for any alterations performed by the client or any third party which may cause or induce errors within the quoted application.

COMPLETION OF WORK:

- All timeframes offered by V.P. Solutions to the client are estimates. The intrinsic nature of software development and its intricacies do not offer V.P. Solutions the luxury of defining definite timeframes.
- V.P. Solutions will endeavour to complete all work within the estimated timeframes discussed with the client in the quotation. However, V.P. Solutions will not be liable for any penalties, monies or hardships otherwise incurred by the client if the application cannot be delivered within the estimated timeframe.
- V.P. Solutions will not release the quoted application unless all payments have been met under the obligations of the quotation or work agreement. The Site will go live with the permission of the client and the rest of the payment has to be made within 10 Days after the site has launched.
- The quoted application remains the property of V.P. Solutions until all obligations have been met for release of said application to the client.
- If V.P. Solutions is working as a third party to another company, said company is responsible in meeting the obligations for release of the quote application to their client.
- V.P. Solutions will provide Free Service for website that we worked on from the date it went Live. Free Services will include minor changes like updating Data, Photos, and Videos. For any more changes, you can contact us. As mentioned above, if opted for service beyond the 12 months of maintenance period or as agreed by V.P. Solutions, The Annual Maintenance Charges (AMC) will be normally applicable 20% of original development cost of Project / Module.